FIRST AMENDMENT TO
CONTRACT OF EMPLOYMENT
JEFFREY P. GOLD, M.D.
PRESIDENT OF THE UNIVERSITY OF NEBRASKA

THIS FIRST AMENDMENT TO CONTRACT OF EMPLOYMENT (this "First Amendment") is made effective on this 9th day of October 2026, (the "Effective Date") by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA** ("University"), a public body corporate under the Constitution and Statutes of the State of Nebraska, and **JEFFREY P. GOLD, M.D.** ("Dr. Gold"), collectively referred to as the Parties.

Recitals

A. The Parties entered into that certain Contract of Employment for Dr. Gold approved by the Board of Regents on April 26, 2024, with an effective date of July 1, 2024 (the "Contract").

B. In accordance with Section 18 of the Contract, which allows the Contract to be amended at any time through a formal, written modification duly approved by the Board and accepted by Dr. Gold, the Parties hereby amend the Contract through this First Amendment.

Terms

In consideration of the mutual promises and covenants set forth below and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. **Term of Employment**. Section 1 of the Contract shall be amended to read as follows:

> Unless the Contract is terminated earlier pursuant to its terms or as otherwise permitted by law, the Term of Dr. Gold's employment shall be extended for an additional three (3) years from June 30, 2029, to midnight on June 30, 2032 (the "Term," as extended by this First Amendment). For clarification, unless otherwise specifically stated, references to "annual" or "annually" in this Contract shall refer to the University's fiscal year, beginning on July 1 and ending on June 30. All prior negotiations and representations between the Parties are hereby expressly integrated into the Contract and this First Amendment. Except as otherwise specifically and explicitly provided herein, upon resignation by Dr. Gold or termination of the Contract for whatever reason, all compensation, benefits, perquisites and other privileges provided to Dr. Gold under this Contract shall cease to the full extent permitted by law.

2. **Performance-Based Merit Pay**. Section 2(c) of the Contract is hereby stricken in its entirety. For the avoidance of doubt, the Parties agree that Dr. Gold shall not be eligible for any additional performance-based merit pay contemplated by Section 2(c), including any performance-based merit pay that would otherwise have been payable on June 30, 2027

or thereafter. Notwithstanding the foregoing, Dr. Gold shall be eligible to be considered for standard merit-based salary increases in accordance with applicable University policies and practices governing compensation for employees within the Office of the President. Any such increases shall be subject to the availability of funds and the existence of an approved merit pool for the applicable fiscal year. The amount of any such increase shall be determined by the Board of Regents in its discretion. If the Board of Regents does not act on or before June 30 of the applicable year in which a merit-based salary pool is available, Dr. Gold shall receive a merit increase equal to the systemwide merit pool percentage on an annual basis beginning July 1, 2027 and thereafter July 1 of the applicable fiscal year. For example, if the systemwide merit-based salary pool is 2.5%, Dr. Gold shall receive 2.5% salary increase absent timely action of the Board of Regents to establish a different percentage.

3. **Performance Evaluations.** Section 13 of the Contract shall be amended to read as follows:

> Dr. Gold's professional performance as President of the University shall be evaluated annually by a method that is mutually agreeable to the Board and to Dr. Gold.

4. **Resignation**. Section 16(c) of the Contract shall be amended to read as follows:

> (c) If Dr. Gold resigns prior to the completion of the Term of this Contract to seek or accept employment in the administration of (i) a higher education or academic institution outside the University, or (ii) a hospital or health system affiliated with a higher education or academic institution, the Parties agree that the University will incur damages in an amount that would be uncertain and not susceptible to exact computation. In light of this fact, the Parties acknowledge and agree that Dr. Gold shall pay the University the relevant amount listed below as liquidated damages, with such amount to be determined based upon the date Dr. Gold notifies the University of his resignation. Such liquidated damages payment shall be made within sixty (60) calendar days following the effective date of his resignation, as a reasonable forecast or approximation of the damages that the University will incur from Dr. Gold's resignation.
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> The Parties have bargained for and agreed to the foregoing liquidated damages provisions, giving consideration to the personal talents that Dr. Gold brings to the University that cannot be easily replaced; the critical importance of stability to the success of the University; the significant costs of conducting an employment search for a president; the serious and substantial disruption to the University of his unplanned departure; and the serious and substantial devotion of administrative resources in relation to a change of administration, all of which result in damages the amount, nature, and extent of which are difficult to determine and cannot be estimated with certainty. Accordingly, the Parties acknowledge and agree that the amount of liquidated damages payable to the University under this provision is fair and reasonable.

Date Dr. Gold Notifies the University of Resignation	**Amount Owed by President Gold**
July 1, 2026 through June 30, 2027	$250,000
July 1, 2027 through June 30, 2028	$250,000
July 1, 2028 through June 30, 2029	$125,000
July 1, 2029 through June 30, 2030	$75,000
July 1, 2030 through June 30, 2031	$50,000
July 1, 2031 through June 30, 2032	$0

5. **Contractual Provisions**. Any provisions of the Contract that are inconsistent with the terms of this First Amendment shall be superseded by the terms of this First Amendment. Except to the extent expressly modified by the terms of this First Amendment, all other provisions of the Contract shall remain in full force and effect.

6. **Governing Law**. The laws of the State of Nebraska shall govern the validity, performance, and enforcement of this First Amendment.

7. **Board Approval**. This First Amendment is subject to approval by a vote of the Board of Regents according to the University's policies and procedures, which shall be evidenced through the Chair of the Board of Regents' execution of this First Amendment and an attestation by the Corporation Secretary following a vote at a public meeting of the Board of Regents.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Contract Dr. Gold as of the Effective Date.

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

[redacted]

Jeffrey P. Gold, M.D.

[redacted]

Paul Kenney, Chair, Board of Regents

ATTEST:

[redacted]

Katie Hoffman, Corporation Secretary

CONTRACT OF EMPLOYMENT
JEFFREY P. GOLD, M.D.
PRESIDENT OF THE UNIVERSITY OF NEBRASKA

This Contract of Employment ("Contract") is made by and entered into between **The Board of Regents of the University of Nebraska** ("University"), a public body corporate under the Constitution and Statutes of the State of Nebraska, and **Jeffrey P. Gold, M.D.** ("Dr. Gold"), collectively referred to as the Parties.

Recitals

A. As recorded in the minutes of the meeting of the University's governing Board of Regents (the "Board") held on April 26, 2024, the Board approved the hiring of Jeffrey P. Gold, M.D. to serve as the University's President.

B. Dr. Gold has agreed to serve as the University's President under the terms set forth within this Contract.

Terms

In consideration of the mutual promises and covenants set forth below and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

Section 1. Term of Employment.

Dr. Gold's employment as President of the University shall commence on July 1, 2024 ("Effective Date"). Unless this Contract is terminated earlier as set forth herein or as otherwise permitted by law, Dr. Gold's employment as President shall continue for five (5) years, ending as of midnight on June 30, 2029 (the "Term"). For clarification, unless otherwise specifically stated, references to "annual" or "annually" in this Contract shall refer to the University's fiscal year, beginning on July 1 and ending on June 30. All prior negotiations and representations between the Parties are hereby expressly integrated into this Contract. Except as otherwise specifically and explicitly provided herein, upon resignation or termination of this Contract for whatever reason, all compensation, benefits, perquisites and other privileges provided to Dr. Gold under this Contract shall cease to the full extent permitted by law.

Section 2. Salary; Authority and Duties of the President.

(a) In consideration of an annual salary of $1,062,573.00 (such amount to be referred to herein as the "Base Salary") and any further agreements and considerations hereinafter stated, Dr. Gold agrees to accept employment as the President of the University of Nebraska. Dr. Gold shall be the chief executive officer of the University and shall have charge of the administration of the University of Nebraska with all of the powers and duties incident to the Office of the President as such powers and duties are prescribed by law, the Bylaws of the Board of Regents of the University of Nebraska ("Bylaws"), and policies, rules, regulations, and directives duly adopted by the Board. Dr. Gold shall report to and be accountable to the Board.

(b) At any time during the Term hereof, the annual Base Salary may be increased or decreased by action of the Board, without formal written amendment or modification of this Contract; provided, that such salary shall be decreased only under circumstances where the Board determines that across-the-board salary reductions for all members of the administrative staff are warranted due to budgetary constraints. Dr. Gold's annual Base Salary shall be paid in twelve (12) equal monthly installments in accordance with the University policies governing the payment of salaries to its all-year academic-administrative staff.

(c) Dr. Gold shall be eligible for performance-based merit pay of fifteen percent (15%) of his Base Salary at the end of each full year of employment, the first date of eligibility being June 30, 2025, with the understanding that the actual amount of performance-based merit pay earned by Dr. Gold may be less than fifteen percent (15%) of his Base Salary, depending on his progress toward the performance-based metrics established pursuant to this Section. No later than January 1, 2025, the Board and Dr. Gold will develop and mutually agree upon performance-based metrics, which shall thereafter be reviewed and updated at the end of each fiscal year. Any performance-based merit pay will not be included in Dr. Gold's Base Salary going forward.

Section 3. Professional Staff Appointment Status.

(a) Special Appointment. The professional staff appointment status of Dr. Gold shall be an all-year special appointment in the academic-administrative staff as President of the University of Nebraska, with benefits and under the terms and conditions of employment for members of the academic-administrative staff holding all-year, full-time special appointments as provided in Chapter III of the Bylaws and the rights and responsibilities of professional staff as provided in Chapter IV of the Bylaws.

(b) Professional/Academic Appointment. Dr. Gold shall retain his current, all-year continuous (tenured) appointment at the rank of Professor in the Department of Surgery in the College of Medicine at the University of Nebraska Medical Center. This appointment is coincident with the special appointment as President and shall have no salary obligation or separate employment obligations until exercise of retreat rights following termination of the special appointment above. Upon exercise of retreat rights to the faculty as Professor in the Department of Surgery in the College of Medicine at UNMC, the salary obligation shall be set at an annual level no less than $300,000 or the average of the University funded (excludes amounts funded through the clinical practice plan or otherwise through non-state-supported funds) annual salary of the three highest paid faculty members in the Department of Surgery (whichever is higher) together with standard University benefits, commencing on termination of the special appointment above. Dr. Gold shall maintain in good status his license to practice medicine in the State of Nebraska during the term of his appointment.

Section 4. Fringe Benefits.

(a) Dr. Gold shall receive the fringe benefits of University employment, including vacation leave, disability leave, retirement and health insurance benefits, prescribed for other members of the academic-administrative staff holding all-year, full-time appointments as specified in the Bylaws, policies, rules, regulations, and directives duly adopted by the Board. Dr. Gold shall receive such additional fringe benefits relating to his employment as President as may be from time-to-time duly approved and authorized by the Board.

(b) The annual salary and taxable portion of fringe benefits paid to Dr. Gold for his services pursuant to this Contract shall be subject to withholding for state and federal payroll taxes. The University shall (i) determine in accordance with applicable state and federal laws, regulations, orders and rulings the necessary payroll taxes to be withheld and (ii) appropriately withhold necessary amounts for payroll taxes owed in relation to Dr. Gold's taxable University compensation, regardless of source. Individual income and taxable fringe benefits resulting to Dr. Gold are reported as taxable income from the University to Dr. Gold on the University's regular payroll reporting (W2) form. Dr. Gold shall provide substantiation necessary to follow the applicable rules and income reporting guidelines.

(c) Dr. Gold shall have the right to use University transportation for official University business; provided, however, Dr. Gold shall at all times comply with applicable law and all University policies, rules, regulations and directives, including all relevant recordkeeping obligations, with respect to his use of University transportation.

Section 5. Deferred Compensation.

Dr. Gold shall be eligible to receive deferred compensation as provided in the First Amended and Restated Deferred Compensation Agreement (the "Deferred Compensation Agreement") that is attached as Appendix A to this Contract. The provisions of the Deferred Compensation Agreement are incorporated into and made a part of this Contract.

Section 6. Residence of the President.

(a) As a condition of employment and a requirement in the performance of duties as President of the University, Dr. Gold shall be provided with an official residence selected in the sole discretion of the Board, (the "Official Residence"). Provision of the Official Residence shall be in accordance with the University's policies and process for non-wage compensation that shall be paid as directed by the University from support received from the University of Nebraska Foundation. All expenses for maintenance, utilities, and insurance for the Official Residence likewise shall be paid by the University from support received from the University of Nebraska Foundation. Such residence shall be kept in a good state of repair, and utilities, maintenance, and fire and extended property and related liability insurance of the interior and exterior of the residence, and maintenance of the grounds on which the residence is located shall be provided at no cost or expense to Dr. Gold.

(b) Provided that the Official Residence is reasonably habitable, Dr. Gold shall occupy the Official Residence throughout the term of this Contract.

(c) If this Contract is terminated prior to the end of the Term, Dr. Gold and his immediate family will be afforded a reasonable period, not exceeding four (4) months to obtain another residence and move from the Official Residence.

(d) The Executive Committee of the Board of Regents is hereby authorized to administer these Official Residence and housing allowance provisions, including the authority to provide an interim housing allowance and approve moving expenses per University policy (notwithstanding distance requirements) pending acquisition or transition to and from an Official Residence. Public funds shall not be used to

perform construction, maintenance or repair work on the personal residence of the President, and University personnel shall not be used for such purpose under any circumstances.

Section 7. Moving and Transition Expenses.

Pursuant to the University's Moving Relocation Policy (BF-01), the University shall pay reasonable expenses, up to $20,000.00, incurred in moving Dr. Gold and his family to the Official Residence from their current residence, to be paid as a lump sum processed through payroll.

Section 8. Membership(s).

As a condition of employment in the performance of duties as President of the University, Dr. Gold shall have full privileges or a social membership at a country club of his choosing, provided that the selection of the country club and the membership status thereof shall be acceptable to the University of Nebraska Foundation within its reasonable discretion. Such membership shall be maintained in accordance with the University's policies and process for non-wage compensation that shall be paid as directed by the University's Vice President for Business and Finance from support received from the University of Nebraska Foundation. With respect to the club membership, initiation fees are not considered compensation to Dr. Gold, since the "beneficial" ownership of the club membership belongs to the University of Nebraska Foundation, as that term is defined by the IRS. Dr. Gold shall keep and provide to the University and/or the University of Nebraska Foundation records in compliance with the Internal Revenue Code to substantiate legitimate business use of the club membership, in order that annual or periodic club dues may be allocated between personal and business use. Failure to maintain and provide such records shall result in the annual or periodic club dues paid on behalf of Dr. Gold to be fully taxed and reported as compensation. The value of Dr. Gold's personal use of such membership(s) will be considered taxable income to him and reported to the IRS as required by law.

Section 9. Professional Conduct.

Dr. Gold is expected to exhibit individual leadership to maintain and foster the highest standards of competence, professionalism, leadership, and ethics at the University. Dr. Gold acknowledges that his duties as President include a duty to professionally balance and respect diverse rights, values, and competing interests and that this duty is not strictly limited to his official actions as President or his actions as President at official University settings, but rather also includes all behavior, actions or comments that bring disparagement or otherwise damage the University or the Office of the President, regardless of whether the behavior, actions or comments occur in his personal or professional capacity.

Section 10. Professional Dues and Meetings.

The Board acknowledges that leadership by Dr. Gold in higher education and/or business organizations may advance the interest of the University and encourages Dr. Gold's reasonable (based upon the time commitment involved) participation therein. In addition, Dr. Gold may attend educational conferences, conventions, courses, seminars, and other similar professional growth activities that do not interfere with the performance of his duties as President of the University. The University shall pay or reimburse reasonable expenses in connection therewith, including membership in professional organizations. The

University agrees that Dr. Gold shall be permitted to maintain membership in the professional organizations in which he is currently a member, as well as future organizations appropriate for the Office of the President as approved in writing by the Board, and the University further agrees to reimburse Dr. Gold for any membership fees associated with current and approved future membership in such professional organizations.

Section 11. Outside Business, Civic and Professional Activities.

Subject to Section 10 above and this Section 11, Dr. Gold shall devote substantially all of his time, attention, and energies to the performance of the duties of the Office of President of the University. The Board contemplates the performance of these duties by Dr. Gold may be advanced by the expenditure of reasonable amounts of time for charitable, civic, service or professional activities. In addition, the expenditure by Dr. Gold of reasonable amounts of time relating to personal or outside business shall not be considered a breach of this Contract, provided such activities do not interfere with Dr. Gold's performance of duties as President of the University. Dr. Gold shall not engage in any outside activity that may be adverse to the best interests of the University, and he shall not serve as a compensated member of the board of directors of any for-profit organization without first obtaining Board approval. All current non-compensated outside Board positions in which Dr. Gold serves may be continued consistent with the term and conditions of such specific appointments.

Section 12. Activities of President's Spouse.

From time to time, the President's spouse may participate in and perform an official role in the official social and professional life of the University. Consequently, University of Nebraska Foundation funds or other non-state funds will be allocated to pay reasonable and customary travel expenses for Dr. Gold's spouse, leaving from and returning to Lincoln, Nebraska, to participate in selected official University events in which her participation has a clear official purpose. In addition, travel to official University-related events such as Alumni Association activities and events in other locations, leaving from and returning to Lincoln, Nebraska, may be paid or reimbursed at the discretion of the Alumni Association or the University of Nebraska Foundation. It is understood and agreed that Dr. Gold's spouse may participate in official University activities as the spouse of the President to facilitate Dr. Gold's ordinary and necessary duties as President. It is further understood and agreed that Dr. Gold is expected to entertain for University functions in the Official Residence for University-related activities. Dr. Gold shall provide substantiation as may be necessary to establish a University-related purpose for such activities.

Section 13. Performance Evaluations.

Dr. Gold's professional performance as President of the University shall be evaluated annually by a method that is mutually agreeable to the Board and to Dr. Gold. Such evaluation method shall include the performance-based metrics developed pursuant to Section 2(c) of this Contract.

Section 14. Confidential Information.

In his role as President, Dr. Gold shall have direct and indirect access to the University's confidential business information, trade secrets, intellectual property, proprietary information, and information

protected from disclosure under federal and state law ("Confidential Information"). Throughout his employment with the University, and at all times thereafter, Dr. Gold shall not disclose the University's Confidential Information to any third parties unless required to do so by law, unless absolutely necessary to fulfill his duties as President, or unless directed to do so by the Board. If Dr. Gold receives any legal demand to disclose Confidential Information, including without limitation through an order of a court or administrative agency, a subpoena, or a valid public records request, Dr. Gold shall promptly notify the University's General Counsel of the demand. Upon separation from the University, Dr. Gold shall promptly return any Confidential Information and University property to the University.

Section 15. Termination of Employment; Disability or Death.

(a) Termination for Cause. The University may terminate the employment of Dr. Gold for cause prior to the end of the Term based on a majority vote of its Board members. The University shall have good cause to terminate Dr. Gold's employment if he, as determined by the Board, (i) fails to carry out his duties as President in a diligent and professional manner, or otherwise in a manner that meets the Board's expectations, after being afforded a reasonable opportunity to rectify any performance deficiencies, (ii) engages in any misconduct in his role as President or in any personal misconduct outside of his role as President that, to a reasonable and objective person, brought significant public disrespect, contempt, or ridicule upon the University, including without limitation any misconduct that entails a violation of civil or criminal laws, an ethical violation, or moral turpitude, and including any conduct that occurred at a prior employer for which Dr. Gold was found responsible, (iii) fails to adhere to the written directives, bylaws, policies, rules, regulations or practices of the Board or otherwise engages in any conduct that is deemed insubordinate by the Board, (iv) engages in willful misrepresentation, fraud, acts of fraud, willful dishonesty (other than good faith disputes regarding expenses or taxable benefits) or misappropriation of funds or University assets, including conduct that occurred at a prior employer for which Dr. Gold was found responsible, that in any case is (or was) intended to result in his or another person or entity's substantial personal enrichment at the expense of the University (or the prior employer), (v) is convicted of, or enters a plea of guilty or nolo contendere with respect to, any felony (other than a traffic infraction or vicarious liability solely as a result of his position), including with respect to conduct that occurred at a prior employer for which Dr. Gold was found responsible, (vi) knowingly engages in conduct that conceals from the University or protects the willful misconduct of other University personnel where such misconduct would itself be covered under this Section 15(a), or (vii) breaches any of the material terms of this Contract. Prior to taking any vote to terminate Dr. Gold's employment for cause, the Board shall first inform Dr. Gold in writing of the grounds on which cause is alleged to be based and provide him with an opportunity for a hearing before the Board. If the Board votes to terminate Dr. Gold's employment for cause, all duties and obligations under this Contract, including, without limitation, any obligation to further compensate Dr. Gold for any work not yet performed such as any Base Salary for the remainder of the Term following the effective date of termination, and any performance-based merit pay that has not been earned prior to termination, shall cease immediately upon the effective date of the termination, with the exception that Dr. Gold's obligation to not disclose Confidential Information or disparage the University shall survive the termination of this Contract.

(b) Termination for Reasons Other than Cause. The University may terminate the employment of Dr. Gold for reasons other than for cause based on a majority vote of its Board members upon giving Dr. Gold at least ninety (90) days' prior written notice. If the Board votes to terminate Dr. Gold's employment for

reasons other than for cause, all duties and obligations under this Contract, including without limitation any obligation to further compensate Dr. Gold for any work not yet performed, shall cease immediately upon the effective date of the termination, with the exception that Dr. Gold's obligation to not disclose Confidential Information or disparage the University shall survive the termination of this Contract. If Dr. Gold's employment is terminated for reasons other than for cause, the University shall provide Dr. Gold severance (the "Severance Payment") at his then current Base Salary from the date of termination through the end of the Term. Such Severance Payment shall be: (i) contingent upon and subject to Dr. Gold executing, and not revoking, a Confidential Separation Agreement and General Release, to be prepared by and in a form mutually satisfactory to the University and Dr. Gold; (ii) subject to all applicable taxes, deductions, and withholding; and (iii) paid to Dr. Gold on the next regular payroll period that occurs following the effective date of the Confidential Separation Agreement and General Release. If, at any time from the date of termination through the end of the Term, Dr. Gold accepts new employment in the administration of a higher education or academic institution outside of the University, or a hospital or health system affiliated with a higher education or academic institution outside of the University, he shall immediately notify the University of such subsequent employment and the compensation Dr. Gold will receive or be eligible to receive through such subsequent employment, and will be required to repay, within sixty (60) calendar days, the Severance Payment reduced by the federal and state taxes initially withheld by the University and/or paid by Dr. Gold (based on substantiation of federal and state income taxes paid by Dr. Gold and in any event not to exceed $25,000.00).

Except as provided in this Section 15(b), Dr. Gold shall not be entitled to receive any other compensation, payments, bonuses, or benefits of any other kind or nature from the University (such as any performance-based merit pay that has not been earned prior to termination) following the effective date of Dr. Gold's termination of employment for reasons other than for cause.

(c) Disability or Death. Should Dr. Gold be unable to perform his duties as President by reason of disability due to illness or accident, and such disability shall continue for more than six (6) months, or if such disability is permanent, irreparable or of such a nature as to make performance of his duties impossible, then, subject to Dr. Gold's entitlement to six (6) months disability leave with pay, either Party may terminate this Contract, whereupon the respective rights, duties, and obligations of the Parties hereunder shall cease, including without limitation, any obligation to pay Base Salary for the remainder of the Term following the effective date of termination, or any performance-based merit pay that has not been earned prior to termination, and each Party shall be released and discharged from this Contract without further liability to the other. The foregoing provisions of this section shall not apply to any liability the Board may have to Dr. Gold under the Nebraska Worker's Compensation laws or to any benefits that Dr. Gold may be entitled to receive under any disability insurance coverage provided in whole or in part by the Board. In the event of Dr. Gold's death, this Contract shall terminate at the end of the calendar month in which his death occurs. The Board shall be liable to Dr. Gold's personal representative for any accrued and unpaid compensation, together with any other benefits, which shall be payable to Dr. Gold's personal representative by reason of his death but shall not be obligated to provide any Base Salary for the remainder of the Term following the effective date of termination, and any performance-based merit pay that has not been earned prior to termination.

(d) The Parties acknowledge and agree that notwithstanding any provision of this Agreement to the contrary, the provisions of Sections 4.4.1, 4.8.1 and 4.15.2 of the Bylaws shall not apply in the event of a

decision of the Board to terminate this Agreement whether for cause or without cause, and that the provisions of this Section 15(a), (b) and (c) shall control.

Section 16. Resignation.

(a) Dr. Gold may resign his employment as President by providing the Board with at least ninety (90) calendar days' advance written notice of his resignation. The effective date of termination of Dr. Gold's employment under this Section 16(a) shall be the expiration of the ninety (90) calendar day period or, at the election of the Board, on such earlier date as determined by the Board in its sole discretion. If Dr. Gold publicly announces his intent to resign or verbally informs the Board of his intent to resign prior to providing the Board with written notice of resignation, the Board, in its sole discretion, may consider such public statements or verbal communications an official notice of Dr. Gold's resignation. If the Board determines that Dr. Gold's public statements or verbal communications constitute official notice of resignation, the effective date of termination of Dr. Gold's employment under this Section 16(a) shall be the expiration of a ninety (90) calendar day period following the Board's determination of official notice of resignation or, at the election of the Board, on such earlier date as determined by the Board in its sole discretion. Upon the effective date of Dr. Gold's termination of employment, all duties and obligations under this Contract, including without limitation any obligation to further compensate Dr. Gold for any work not yet performed, shall cease, with the exception that Dr. Gold's obligations to not disclose Confidential Information or disparage the University shall survive the termination of this Contract.

(b) Unless notice of termination of employment has been given to Dr. Gold in accordance with Section 15 of this Contract, Dr. Gold, or any person or entity acting on his behalf, shall not engage in discussions or negotiate, directly or indirectly, concerning Dr. Gold's prospective employment by any other employer without first notifying the Chair of the Board of Regents of such discussions or negotiations.

(c) If Dr. Gold resigns prior to the completion of the Term of this Contract to seek or accept employment in the administration of (i) a higher education or academic institution outside the University, or (ii) a hospital or health system affiliated with a higher education or academic institution, the Parties agree that the University will incur damages in an amount that would be uncertain and not susceptible to exact computation. In light of this fact, the Parties acknowledge and agree that Dr. Gold shall pay the University the relevant amount listed below as liquidated damages, with such amount to be determined based upon the date Dr. Gold notifies the University of his resignation. Such liquidated damages payment shall be made within sixty (60) calendar days following the effective date of his resignation, as a reasonable forecast or approximation of the damages that the University will incur from Dr. Gold's resignation.

The Parties have bargained for and agreed to the foregoing liquidated damages provisions, giving consideration to the personal talents that Dr. Gold brings to the University that cannot be easily replaced; the critical importance of stability to the success of the University; the significant costs of conducting an employment search for a president; the serious and substantial disruption to the University of his unplanned departure; and the serious and substantial devotion of administrative resources in relation to a change of administration, all of which result in damages the amount, nature, and extent of which are difficult to determine and cannot be estimated with certainty. Accordingly, the Parties acknowledge and

agree that the amount of liquidated damages payable to the University under this provision is fair and reasonable.

Date President Notifies the University of Resignation	Amount Owed by Dr. Gold
Effective Date through June 30, 2025	$250,000
July 1, 2025 through June 30, 2026	$250,000
July 1, 2026 through June 30, 2027	$250,000
July 1, 2027 through June 30, 2028	$250,000
On or after July 1, 2028	$0

(d) In electing to resign prior to the completion of the Term of this Contract, with the exception of faculty retreat rights as specified herein, Dr. Gold shall forfeit any right Dr. Gold may have under this Contract or University policy to further compensation following the effective date of resignation, including, without limitation, any Base Salary for the remainder of the Term following the effective date of resignation, or any performance-based merit pay that has not been earned prior to termination. The forfeiture shall not include any accrued, but unused vacation or floating holidays, any final Base Salary paid for work previously performed, as well as earned but unpaid performance-based merit pay, or any compensation paid as part of a vested retirement benefit.

Section 17. Non-Disparagement.

Following the cessation of Dr. Gold's employment as President for any reason, whether effectuated through a termination or resignation, Dr. Gold shall not make any written or oral statements to anyone disparaging, attacking or painting in a negative light the University or any of its campuses, colleges, schools, departments, divisions, regents, faculty, staff, students, stakeholders, services, programs, sports or degrees; and the University (limited to the Regents serving on the Board as of the date of such termination or resignation and each employee of the University system that holds the position of Vice President or above as of the date of such termination or resignation), shall not make any written or oral statements to anyone disparaging, attacking or painting Dr. Gold in a negative light. Notwithstanding the foregoing, nothing in this Section 17 shall prevent either Party from making any truthful statement to the extent (i) necessary to rebut any untrue public statements, (ii) necessary with respect to any litigation, arbitration, or mediation involving this Agreement and the enforcement thereof, (iii) required by law or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with jurisdiction over such Party, and (iv) discussing any matter in the performance of Dr. Gold's duties as President.

Section 18. Amendments.

This Contract and the other documents described or referred to herein constitute the entire understanding of the parties hereto and supersede any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing signed by the parties hereto. This Contract may be amended at any time through a formal, written modification duly approved by the Board and accepted by Dr. Gold. Subject to Section 2(a) and Section 2(b) above, a

formal, written modification is not required, however, to effectuate a change to Dr. Gold's Base Salary or his fringe benefits, or to approve performance-based merit pay for him, as all of these actions may be accomplished at any time through official action of the Board without the necessity for a written modification or amendment to this Contract.

Section 19. Governing Law; Severability.

This Contract shall be construed and enforced in accordance with, and is subject to, the laws of the State of Nebraska. Any dispute arising from or related to this Contract shall be resolved in a court, administrative body, or other forum of competent jurisdiction located within the State of Nebraska. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the Contract's remaining provisions.

Section 20. Board Approval and Administrative Provisions.

(a) This Contract is subject to approval by a vote of the Board of Regents according to the University's policies and procedures, which shall be evidenced through the Chair of the Board of Regents' execution of this Contract and an attestation by the Corporation Secretary following a vote at a public meeting of the Board of Regents.

(b) This Contract may be executed in any number of separate counterparts, including by electronic signature of Dr. Gold, each of which executed counterparts shall be deemed an original, and all such counterparts shall together constitute one and the same contract.

(c) No delay or failure to enforce any provision of this Contract shall constitute a waiver or limitation of rights enforceable under this Contract.

(d) This Contract is not assignable but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.

(e) The University will not provide tax advice to Dr. Gold or Dr. Gold's beneficiaries regarding the tax effects of this Contract or Deferred Compensation Agreement. The University encourages Dr. Gold and Dr. Gold's beneficiaries to consult with their own tax advisors concerning the federal, state, and local tax effects of this Contract and the Deferred Compensation Agreement. Because both parties were afforded the opportunity to participate in the negotiation and drafting of this Contract, this Contract shall not be construed against any part as the drafter of this Contract.

(f) The recitals and headings contained within this Contract may be executed in one or more counterparts, and the counterparts will be construed together to constitute the fully executed Contract.

(g) Dr. Gold understands that information regarding, related to, or part of this Contract is a public record as provided by the Nebraska public records statutes (Neb. Rev. Stat. §§ 84-712 to 84-712.09) and shall be made available by the University to the public for examination in accordance with the University's interpretation and application of Nebraska law. Dr. Gold consents to the public disclosure of this Contract at the University's discretion and, if requested, Dr. Gold will cooperate with the University in the

production of records responsive to a request.

(h) All notices contemplated in this Contract shall be in writing and shall be deemed effective when personally delivered, sent via overnight delivery or, if mailed, three (3) days after the date deposited in the United States Mail, postage prepaid, registered or certified, and return receipt requested. Until changed by written notice, notices shall be given to the Board of Regents at the following address:

The Board of Regents of the University of Nebraska
Corporation Secretary
3835 Holdrege Street
Lincoln, Nebraska 68583-0745

and such notices shall be given Dr. Gold at the following address:

Dr. Jeffrey P. Gold
9300 Tuscan Court
Lincoln, Nebraska 68520

In witness of this Contract, authorized representatives of each Party have executed this Contract on the dates indicated below.

JEFFREY P. GOLD

By [redacted] 21 June 2024
Jeffrey P. Gold, M.D. Date

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

By [redacted] 6/20/24
Robert M. Schafer Date
Chair of the Board of Regents

ATTEST:

By [redacted] 6/20/24
Stacia L. Palser Date
Interim Corporation Secretary